

ORIGINAL

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Attorney for Plaintiff
ABDUL ALANI

SUMMONS ISSUED
FILED
San Francisco County Superior Court

APR 13 2010

CASE MANAGEMENT CONFERENCE SET

CLERK OF THE COURT

BY: [Signature] Deputy Clerk

SEP 10 2010 9:41 AM

EXHIBIT 212

SUPERIOR COURT OF THE STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO
UNLIMITED CIVIL JURISDICTION

ABDUL ALANI,

Plaintiff,

v.

ALASKA AIRLINES, INC.; CORPORATE
DOES 1 - 20; and INDIVIDUAL DOES 21 - 40,
inclusive,

Defendants.

Case No. **888-10-498573**

COMPLAINT FOR DAMAGES

EMPLOYMENT

Employment Discrimination – National Origin

Retaliation

DEMAND FOR JURY TRIAL

1 Plaintiff ABDUL ALANI (hereinafter referred to as "Plaintiff") complains of Defendants,
2 demands a trial by jury of all issues and alleges:

3 **PARTIES**

4 1. Plaintiff Abdul Alani is a United States citizen who was born in Iraq and who was at all times
5 pertinent hereto a resident of the City Brentwood, County of Contra Costa, State of California. Plaintiff
6 was employed with Defendant Alaska Airlines, Inc. at San Francisco International Airport ("SFO") until
7 Defendant terminated him on or about July 30, 2008.

8 2. Defendant Alaska Airlines, Inc. (hereinafter "Alaska Airlines"), is and, at all times relevant
9 hereto was, a corporation doing business in the State of California with the power to sue and be sued.
10 Defendant Alaska Airlines operates from its offices in SFO and other locations in the State of California.
11 On information and belief, Plaintiff alleges that Defendant Alaska Airline's business presence in
12 California State is significantly larger than its presence in any other state in which it does business.
13 Plaintiff further alleges that Defendant Alaska Airline's business operations in California State
14 substantially predominate over its business operations in all other states in which it does business.
15 Defendant Alaska Airline's principal place of business is, therefore, the State of California.

16 3. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as Corporate
17 DOES 1 - 20, inclusive, and as Individual DOES 21 - 40, and therefore, sues these Defendants by such
18 fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when the
19 same have been ascertained.

20 4. Plaintiff is informed and believes and, based upon such information and belief, alleges that
21 each of the Defendants sued herein as Corporate DOES 1 - 20, and Individual DOES 21 - 40, inclusive,
22 was acting as the agent or employee of each of the other Defendants, and in doing the acts alleged
23 herein, was acting within the course and scope of such agency and/or employment, and/or aided,
24 abetted, cooperated with and/or conspired with one another to do the acts alleged herein.

25 //

STATEMENT OF FACTS

1
2 5. In or about July 1998, Defendant Alaska Airlines offered to Plaintiff employment in the
3 position of Avionics Mechanic. At the time of his hire by Defendant Alaska Airlines, Plaintiff had over
4 11 years of experience as an airline mechanic. In the decade that Plaintiff worked for Defendant, his
5 superiors and co-workers frequently turned to him for assistance and technical advice, drawing on his
6 wealth of experience and his professional generosity. During his employment with Defendant, Plaintiff
7 received many commendations from superiors and co-workers for his exemplary performance,
8 diligence, and loyalty.

9 6. During a graveyard shift on July 7, 2008, Plaintiff had completed his tasks and offered
10 assistance to another employee of Defendant Alaska Airlines who was working on a scheduled parts
11 replacement on the same aircraft. The scheduled parts replacement involved removing the main battery
12 and installing a new one. Because the job was a scheduled parts replacement, a replacement battery had
13 been "predrawn," meaning that it had been ordered from storage in Seattle, packaged, and shipped by
14 Defendant to SFO for the particular aircraft on which Plaintiff and the other employee were working on
15 July 7, 2008. The other employee had pulled the ordered battery from storage to install it and it was
16 already in the co-worker's work area when Plaintiff offered to lend him a hand. As a result, Plaintiff
17 reasonably believed that the correct part had been ordered and pulled by his co-worker. To assist his co-
18 worker, Plaintiff installed the new battery that the co-worker had pulled into the aircraft. With the
19 battery successfully installed, Plaintiff proceeded to enter the part number into Defendant's
20 computerized maintenance record system, known as "ARCTIC." However, the ARCTIC system
21 generated a "forced parts change" message, but did not display the "forced parts" page on which a
22 mechanic such as Plaintiff could intentionally key in the parts and serial numbers of the removed and the
23 replacement parts. Had that page appeared, Plaintiff would have been able to proceed only by
24 intentionally overriding the system, which he did not do. Instead, Plaintiff was led to unintentionally
25 override the "forced parts" message as a result of the confusing ARCTIC system. On information and
belief, Plaintiff alleges that Defendant has since replaced the above-described aircraft records system

1 with a new one. In addition, Plaintiff was further led to believe that he had installed the correct battery
2 because he knew that the battery he and his co-worker had just installed had been packaged and shipped
3 by the airlines for that particular aircraft and that the co-worker had predrawn it from storage for
4 installation into that aircraft.

5 7. The aircraft flew to Seattle-Tacoma International Airport without incident. According to
6 information provided by Defendant Alaska Airlines to Plaintiff several days after the battery installation
7 on July 7, 2008, a mechanic at the gate in Seattle noted in the aircraft maintenance log that the aircraft
8 would not take gate power and it was determined that the incorrect battery had been installed. The main
9 battery was then removed and the correct battery installed, according to the report presented by
10 Defendant to Plaintiff.

11 8. As alleged above, Plaintiff did not learn of the purported incorrect battery installation and
12 replacement in Seattle until several days after he and his co-worker had worked on the aircraft. Upon
13 learning this information, Plaintiff submitted a report in compliance with Defendant's "Maintenance
14 Aviation Safety Action Program ('ASAP')," detailing the scheduled parts replacement on which he had
15 assisted his co-worker. Plaintiff further alleges that the terms of ASAP provide, in pertinent part, that
16 "[t]he Maintenance ASAP provides a vehicle whereby employees can identify and report safety issues to
17 AMFA (the American Mechanics Fraternal Association), the management, and to the FAA (Federal
18 Aviation Administration) for resolution, *without fear that the FAA will use reports accepted under the*
19 *program to take legal enforcement action against them, or that Alaska Airlines will use such information*
20 *to take disciplinary action.*" (Emphasis added.)

21 9. Plaintiff further alleges that Defendant's ASAP Handbook states that "no data or information
22 gathered by that (ASAP) report may be used to initiate or support any Company disciplinary action."
23 The ASAP Handbook also describes the limited circumstances under which Defendant may reject an
24 ASAP report submitted by an employee. These circumstances are "Incomplete Report, Substance
25 Abuse, Intentional Disregard for Safety, Criminal Activity, Time Restrictions, or Controlled
Substances." None of those circumstances was present in Plaintiff's report, the incident reported, or the

1 submission of the report. The FAA accepted his ASAP report of the July 7, 2008, parts replacement.
2 Plaintiff alleges that there was no basis, under Defendant's own ASAP terms, for Defendant to reject
3 Plaintiff's ASAP report of the July 7, 2008, parts replacement. Plaintiff further alleges that, despite this
4 lack of justification, Defendant rejected Plaintiff's ASAP report and initiated an investigation of the July
5 7, 2008, parts replacement, placing Plaintiff on paid administrative leave during the pendency of its
6 investigation.

7 10. Plaintiff alleges that Defendant Alaska Airlines has accepted the ASAP reports submitted by
8 avionics mechanics and other employees not of Middle-Eastern descent who committed work errors,
9 including erroneous aircraft parts replacements, that were far more serious and carried far greater safety
10 implications than the purported error that Defendant has accused Plaintiff of committing.

11 11. On July 30, 2008, Defendant Alaska Airlines called Plaintiff in for a meeting at which Jeff
12 Sommers, Defendant's Manager Line Maintenance, informed Plaintiff that Defendant had decided to
13 terminate his employment based on unsatisfactory performance in connection with the July 7, 2008,
14 parts replacement, and for "dual employment," apparently referring to Plaintiff's work for another
15 airline during hours that he was not working for Defendant.

16 12. Plaintiff alleges that many avionics mechanics and other employees of Defendant Alaska
17 Airlines have worked, and to the present date still work, at other airlines while employed with
18 Defendant. Plaintiff further alleges that supervisory and managerial employees of Defendant were and
19 are aware that Defendants' employees also work for other airlines, and that Defendant has a policy and
20 practice of tolerating and condoning such "dual employment."

21 13. Plaintiff further alleges that Defendant was aware, through its supervisory and managerial
22 employees, of Plaintiff's work at another airline from the time of his hire by Defendant. Plaintiff further
23 alleges that, through its supervisory and managerial employees, Defendant approved Plaintiff's work at
24 the other airline early in his employment with Defendant.

25 14. Plaintiff alleges that Defendant Alaska Airlines has not terminated the employment of
several avionics mechanics and other employees not of Middle-Eastern descent who work and have

1 worked for other airlines while employed with Defendant, despite the company's awareness of said
2 "dual employment" by these other employees and despite the fact that some of this "dual employment"
3 has occurred while the other employees were "on the clock" with Defendant. As an example, Plaintiff
4 alleges that Defendant has retained an employee who towed another airline's aircraft at SFO during the
5 employee's assigned work shift with Defendant. That employee's supervisor overheard the employee's
6 communications with the air traffic control tower and recognized his voice. That employee remains
7 employed with Defendant Alaska Airlines.

8 15. Plaintiff further alleges that Defendant Alaska Airlines has not terminated the employment
9 of several avionics mechanics and other employees not of Middle-Eastern descent who have committed
10 work errors, including erroneous aircraft parts replacements, that were far more serious and carried far
11 greater safety implications than that purportedly committed by Plaintiff. As an example, Plaintiff
12 alleges that Defendant retained an employee not of Middle-Eastern descent who failed to properly install
13 a circuit breaker on one of Defendant Alaska Airlines' aircraft, with the result that the thrust reversers,
14 which are crucial to safe take-off and landing, failed to deploy on the aircraft during operation with
15 passengers on board. As a further example, Plaintiff alleges that Defendant retained an employee not of
16 Middle-Eastern descent who installed the incorrect radio on a trans-oceanic aircraft, which implicated
17 the essential communication capacity of the aircraft during international operation. Defendant has
18 retained, and accepted ASAP reports from, employees who made the aforementioned errors, as well as
19 employees who ordered and installed incorrect parts – the very "error" with which Defendant, in part,
20 justified its decision to terminate Plaintiff.

21 16. In the fall of 2008, Plaintiff alleges that he contacted the California Department of Fair
22 Employment and Housing ("DFEH") to initiate the filing of a complaint of national origin
23 discrimination with that agency. Plaintiff is informed, believes and, on that basis, alleges that, through
24 contacts by agents and employees of the DFEH, Defendant Alaska Airlines' supervisory and managerial
25 employees learned of Plaintiff's intention to file a complaint of discrimination against Defendant.
Plaintiff is informed, believes and, on that basis, alleges that In November 2008, agents and employees

1 of Defendant contacted the Federal Aviation Administration ("FAA") and accused Plaintiff of violating
2 FAA regulations. As a result, the FAA suspended Plaintiff's avionics mechanics license for 30 days,
3 during which time he was barred from working as a mechanic for any airline.

4 17. Plaintiff alleges that supervisory and managerial employees of Defendant Alaska Airlines
5 have made comments of a derogatory and discriminatory nature about Plaintiff and other individuals of
6 Middle-Eastern descent about their national origin. Plaintiff is informed, believes and, on that basis,
7 alleges that Defendant Alaska Airlines has a documented pattern and practice of terminating employees
8 of Middle-Eastern descent in number disproportionate to their percentage in the workforce. Plaintiff is
9 further informed, believes and, on that basis, alleges that one of the supervisory and managerial
10 employees who participated in making the decision to terminate Plaintiff was recently enlisted in the
11 United States military.

12 FIRST CAUSE OF ACTION
13 EMPLOYMENT DISCRIMINATION BASED ON NATIONAL ORIGIN
(Cal. Gov't. Code §§ 12940, *et seq.*)

14 18. The allegations of paragraphs 1 through 17 are re-alleged and incorporated herein by
15 reference as though fully set forth herein, and Plaintiff alleges for a First Cause of Action against
16 Defendant as follows:

17 19. At all times herein mentioned, the Fair Employment and Housing Act (hereinafter
18 "FEHA"), California Government Code Section 12940, *et seq.*, was in full force and effect and binding
19 upon Defendant. Said statute and other applicable provisions of California law prohibit employers from
20 discriminating against any employee on the basis of national origin. On or about January 8, 2009,
21 Plaintiff filed a Complaint of Discrimination with the California Department of Fair Employment and
22 Housing (hereinafter "DFEH"), naming Defendant Alaska Airlines, Inc., as Respondent. Attached
23 hereto as Exhibit A is a true and correct copy of said Complaint. On or about October 8, 2009, the
24 DFEH issued to Plaintiff a Notice of Case Closure, informing Plaintiff of his right to file a private
25 action. Attached hereto as Exhibit B is a true and correct copy of said Notice of Case Closure.

1 20. Defendant at all times relevant hereto employed five or more employees and was subject to
2 the provisions of California Government Code Section 12940, *et seq.*, and the corresponding regulations
3 of the DFEH, prohibiting employers or their agents from discriminating against employees based on
4 national origin. This Cause of Action is brought pursuant to California Government Code Section
5 12940, *et seq.*, and the common law of the State of California.

6 21. Plaintiff is an Iraqi-born U.S. citizen and, at all times relevant hereto, was an employee
7 covered by the dictates of California Government Code Sections 12940, *et seq.*

8 22. At all times during his employment, Plaintiff performed his job duties in a satisfactory and
9 dedicated fashion, and in a manner that met or exceeded the standard of performance Defendant
10 accepted from similarly-situated employees not of Middle-Eastern descent.

11 23. Defendant Alaska Airlines subjected Plaintiff to discrimination based on his national origin
12 as more specifically described and set forth in paragraphs 1 through 17, hereinabove.

13 24. Plaintiff is informed and believes that in addition to the practices enumerated in this cause of
14 action, Defendant has engaged in other discriminatory practices which are not fully known to Plaintiff.

15 25. The conduct of Defendant Alaska Airlines, as more specifically set forth in paragraphs 1
16 through 17 hereinabove, was motivated by Plaintiff's national origin and constitutes an unlawful practice
17 in violation of the California Fair Employment and Housing Act, Government Code Section 12940, *et*
18 *seq.*, and has caused and will continue to cause Plaintiff loss of earnings, loss of seniority, loss of
19 employment-related opportunity, and losses of all other benefits. Plaintiff claims such losses as
20 damages together with prejudgment interest pursuant to California Civil Code Section 3287 and/or any
21 other provision of law providing for prejudgment interest. The reason(s) given by Defendant to Plaintiff
22 for terminating his employment amounted to pretext, as alleged herein.

23 26. Defendant's discriminatory actions against Plaintiff, which constitute an unlawful practice in
24 violation of the California Fair Employment and Housing Act, Government Code Section 12940, *et seq.*,
25 have caused and will continue to cause Plaintiff to suffer emotional pain and suffering, inconvenience,

1 mental anguish, loss of enjoyment of life, and other nonpecuniary losses.

2 27. Plaintiff further alleges that Defendant Alaska Airlines was aware or should have been
3 aware of the conduct alleged hereinabove because managerial employees of Defendant Alaska Airlines
4 engaged in said conduct. Defendant acted by and through its managerial employees in taking the actions
5 alleged herein. Plaintiff further alleges that by its failure to prevent or correct the discrimination against
6 Plaintiff by its agents and employees, as alleged hereinabove, Defendant acted to authorize, condone,
7 and/or ratify such discrimination with the knowledge that such ratification would thereby interfere with
8 Plaintiff's employment and ability to continue his career with Defendant.

9 28. Defendant committed the acts herein alleged despicably, maliciously, fraudulently, and
10 oppressively, with the wrongful intention of injuring Plaintiff, and acted with an improper and evil
11 motive amounting to malice and in conscious disregard of Plaintiff's rights. Because the acts taken
12 toward Plaintiff were carried out, authorized, condoned, and/or ratified by managerial employees acting
13 in a deliberate, cold, callous, despicable, and intentional manner in order to injure and damage Plaintiff,
14 he is entitled to recover punitive damages from Defendant Alaska Airlines in an amount according to
15 proof.

16 WHEREFORE, Plaintiff requests relief as hereinafter set forth.

17 SECOND CAUSE OF ACTION
18 RETALIATION

19 (Cal. Gov't. Code §§ 12940, *et seq.*)

20 29. The allegations of paragraphs 1 through 17 are re-alleged and incorporated herein by
21 reference as though fully set forth herein, and Plaintiff alleges for a Second Cause of Action against
22 Defendant as follows:

23 30. At all time mentioned, the Fair Employment and Housing Act (hereinafter "FEHA"),
24 California Government Code Section 12940, *et seq.*, was in full force and effect and binding upon
25 Defendant. Said statute and other applicable provisions of California law prohibit employers from
retaliating against any employee for asserting his rights under the FEHA and/or opposing practices

1 forbidden by the FEHA. On or about March 10, 2009, Plaintiff filed a Complaint of Discrimination with
2 the California Department of Fair Employment and Housing (hereinafter "DFEH"), alleging retaliation
3 and naming Defendant Alaska Airlines, Inc., as Respondent. Attached hereto as Exhibit C is a true and
4 correct copy of said Complaint. On or about April 13, 2009, the DFEH issued to Plaintiff a Notice of
5 Case Closure, informing Plaintiff of his right to file a private action. Attached hereto as Exhibit D is a
6 true and correct copy of said Notice of Case Closure.

7 31. Defendant at all times relevant hereto employed five or more employees and was subject to
8 the provisions of California Government Code Section 12940, *et seq.*, and the corresponding regulations
9 of the DFEH, prohibiting employers or their agents from retaliating against an employee for asserting
10 his rights under the FEHA and/or opposing practices forbidden by the FEHA. This Cause of Action is
11 brought pursuant to California Government Code Section 12940, *et seq.*, and the common law of the
12 State of California.

13 32. Plaintiff was at all times relevant hereto a qualified employee covered by the dictates of
14 California Government Code Sections 12940, *et seq.*

15 33. At all times during his employment, Plaintiff performed his job duties in a satisfactory and
16 dedicated fashion, and in a manner that met or exceeded the standards set by the FAA for a licensed
17 airline mechanic and the standard of performance Defendant accepted from similarly-situated employees
18 who had not opposed practices forbidden by the FEHA.

19 34. Defendant Alaska Airlines subjected Plaintiff to retaliation for asserting his rights under the
20 FEHA and for opposing practices forbidden by the FEH, as more specifically described and set forth in
21 paragraphs 1 through 17, hereinabove.

22 35. Plaintiff is informed and believes that in addition to the practices enumerated in this cause of
23 action, Defendant has engaged in other retaliatory practices which are not fully known to Plaintiff.

24 36. The conduct of Defendant Alaska Airlines, as more specifically set forth in paragraphs 1
25 through 17 hereinabove, was motivated by Plaintiff's assertion of his rights and opposition to practices

1 forbidden by the FEHA and constitutes an unlawful practice in violation of the California Fair
2 Employment and Housing Act, Government Code Section 12940, *et seq.*, and has caused and will
3 continue to cause Plaintiff loss of earnings, loss of seniority, loss of employment-related opportunity,
4 and losses of all other benefits. Plaintiff claims such losses as damages together with prejudgment
5 interest pursuant to California Civil Code Section 3287 and/or any other provision of law providing for
6 prejudgment interest. The reason(s) given by Defendant to Plaintiff for terminating his employment
7 amounted to pretext, as alleged herein.

8 37. Defendant's retaliatory actions against Plaintiff, which constitute an unlawful practice in
9 violation of the California Fair Employment and Housing Act, Government Code Section 12940, *et seq.*,
10 have caused and will continue to cause Plaintiff to suffer emotional pain and suffering, inconvenience,
11 mental anguish, loss of enjoyment of life, and other nonpecuniary losses.

12 38. Plaintiff further alleges that Defendant Alaska Airlines was aware or should have been
13 aware of the conduct alleged hereinabove because managerial employees of Defendant Alaska Airlines
14 engaged in said conduct. Defendant acted by and through its managerial employees in taking the actions
15 alleged herein. Plaintiff further alleges that by its failure to prevent or correct the discrimination against
16 Plaintiff by its agents and employees, as alleged hereinabove, Defendant acted to authorize, condone,
17 and/or ratify such discrimination with the knowledge that such ratification would thereby interfere with
18 Plaintiff's employment and ability to continue his career with Defendant.

19 39. Defendant committed the acts herein alleged despicably, maliciously, fraudulently, and
20 oppressively, with the wrongful intention of injuring Plaintiff, and acted with an improper and evil
21 motive amounting to malice and in conscious disregard of Plaintiff's rights. Because the acts taken
22 toward Plaintiff were carried out, authorized, condoned, and/or ratified by managerial employees acting
23 in a deliberate, cold, callous, despicable, and intentional manner in order to injure and damage Plaintiff,
24 he is entitled to recover punitive damages from Defendant Alaska Airlines in an amount according to
25 proof.

1 WHEREFORE, Plaintiff requests relief as hereinafter set forth.

2 PRAYER FOR RELIEF

3 WHEREFORE, Plaintiff requests relief as follows:

4 1. For general and compensatory damages in an amount not yet determined and in excess of
5 \$500,000.00 for losses resulting from humiliation, mental anguish, and emotional distress, according to
6 proof;

7 2. For damages for loss of past and future earnings, bonuses, and other employment
8 benefits, according to proof and in excess of \$1,000,000.00;

9 3. For pre-judgment and post-judgment interest on all damages, awarded pursuant to Civil
10 Code Section 3287;

11 4. For punitive or exemplary damages, according to proof;

12 5. For reasonable attorney's fees, pursuant to California Government Code Section 12965
13 and other provisions of California law;

14 6. For an order directing Defendant Alaska Airlines, Inc., to reinstate Plaintiff to his former
15 or a comparable position; and,

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7. For such other and further relief as the Court may deem proper.

Dated: April 12, 2010


LAW OFFICES OF
DEBORAH C. ENGLAND

By: 
DEBORAH C. ENGLAND
Attorney for Plaintiff
ABDUL ALANI

Plaintiff hereby demands trial by jury.

Dated: April 12, 2010

LAW OFFICES OF
DEBORAH C. ENGLAND

By: 
DEBORAH C. ENGLAND
Attorney for Plaintiff
ABDUL ALANI

* * EMPLOYMENT * * *

COMPLAINT OF DISCRIMINATION UNDER
THE PROVISIONS OF THE CALIFORNIA
FAIR EMPLOYMENT AND HOUSING ACT

DFEH # E200809A0446-00-e

EEOC # 37AA904097

If dual-filed with EEOC, this form may be affected by the Privacy Act of 1974.

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING and EEOC

COMPLAINANT'S NAME (indicate Mr. or Ms.)

ALANI, ABDULMAJEED (MR.)

ADDRESS

212 MOUNTAIN VIEW DRIVE

TELEPHONE NUMBER (INCLUDE AREA CODE)

(925) 813-8941

CITY

BRENTWOOD

STATE

CA

ZIP

94503

COUNTY

CONTRA COSTA

COUNTY CODE

013

NAMED IS THE EMPLOYER, PERSON, LABOR ORGANIZATION, EMPLOYMENT AGENCY, APPRENTICESHIP
COMMITTEE, OR STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME:

NAME

ALASKA AIRLINES, INC.

ADDRESS

SAN FRANCISCO INTERNATIONAL AIRPORT - DOMESTIC TERMINAL 1

TELEPHONE NUMBER (INCLUDE AREA CODE)

(650) 875-8609

CITY

SAN FRANCISCO

STATE

CA

ZIP

94128

COUNTY

SAN FRANCISCO

COUNTY CODE

075

CAUSE OF DISCRIMINATION BASED ON (CHECK APPROPRIATE BOX(ES))

☐ RACE☐ SEX☐ DISABILITY☐ RELIGION☒ NATIONAL ORIGIN/ANCESTRY☐ DENIAL OF FAMILY/MEDICAL LEAVE☐ SEXUAL ORIENTATION☐ COLOR☐ AGE☐ MARITAL STATUS☐ MEDICAL CONDITION (cancer or genetic characteristics)☐ OTHER (SPECIFY)

NO. OF EMPLOYEES/MEMBERS

61000

DATE MOST RECENT OR CONTINUING DISCRIMINATION

TOOK PLACE (month, day, and year) JULY 30, 2008

RESPONDENT CODE

45

THE PARTICULARS ARE:

- I. On or about July 30, 2008, I was terminated. I began working for my employer in or about June 1998. I held the position of Radio & Electronics Avionics earning \$35.00 an hour at the time.
- II. George Nablock (V.P. Maintenance), Kurt Kinder (Managing Maintenance Director), and Jeff Sommers (Line Maintenance Manager), told me that I was terminated for violating Alaska Airlines Rules of Conduct.
- III. I believe I was terminated because of my National Origin/Ancstry (Middle Eastern), which is discrimination on the basis of my National Origin/Ancstry. My beliefs are based on the following:
- A. On or about July 14, 2008, I was notified by Dave McPherson (Supervisor), that I was being suspended pending an investigation into my alleged violation of Company Rules and Regulations and Work Performance. On or about July 30, 2008, after the investigation was complete, a meeting was held where I was told by George Nablock (V.P. Maintenance), Kurt Kinder (Managing Maintenance Director), and Jeff Sommers (Line Maintenance Manager), that I was being terminated for violating Alaska Airlines Rules of Conduct. Other non-Middle Eastern employees, who committed the same or similar infractions that I have been accused of, were not terminated as I was (names on file with DFEH).
- B. I believe my race to be a factor in the decisions made by my employer which is a violation of the Fair Employment and Housing Act (FEHA).

RECEIVED

Typed and mailed for signature December 30, 2008

I also want this charge filed with the Federal Equal Employment Opportunity Commission (EEOC).

BY SAN FRANCISCO DISTRICT OFFICE

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct of my own knowledge except as to matters stated on my information and belief, and as to those matters I believe it to be true.

Dated

JANUARY 08 2009

Abdul M. Alani

At

OAKLAND

COMPLAINANT'S SIGNATURE

City

DFEH-300-01 (12/99)

SF:BM:hy

DATE FILED:

DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING

STATE OF CALIFORNIA

BY SAN FRANCISCO DISTRICT OFFICE

2009-10-12 08:59

>> 4154349230

P 2/4

STATE OF CALIFORNIA - STATE AND CONSUMER SERVICE AGENCY

ARNOLD M. BEYER, Governor

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

1515 Clay Street, Suite 701, Oakland, CA 94612
(510) 622-2973 TTY (800) 700-2320 Fax (510) 622-2952
www.dfeh.ca.gov



October 8, 2009

ABDULMAJEED ALANI
212 MOUNTAIN VIEW DRIVE
BRENTWOOD, CA 94503

RE: E200809A0446-00-8/37AA904097
ALANI/ALASKA AIRLINES, INC.

Dear ABDULMAJEED ALANI:

NOTICE OF CASE CLOSURE

The consultant assigned to handle the above-referenced discrimination complaint that was filed with the Department of Fair Employment and Housing (DFEH) has recommended that the case be closed effective October 8, 2009. Please be advised that this recommendation has been accepted.

Based upon its investigation, DFEH is unable to conclude that the information obtained establishes a violation of the statute. This does not certify that the respondent is in compliance with the statutes. No finding is made as to any other issues that might be construed as having been raised by this complaint.

This letter is also your Right-To-Sue Notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. This is also applicable to DFEH complaints that are filed under, and allege a violation of Government Code section 12948 which incorporates Civil Code sections 51, 51.7, and 54. The civil action must be filed within one year from the date of this letter. However, if your civil complaint alleges a violation of Civil Code section 51, 51.7, or 54, you should consult an attorney about the applicable statutes of limitation. If a settlement agreement has been signed resolving the complaint, it is likely that your right to file a private lawsuit may have been waived.